



# CITY COUNCIL

## AGENDA REQUEST

AGENDA OF:	9/04/07	AGENDA REQUEST NO:	IV C
INITIATED BY:	JUSTIN BOWER, WATER RESOURCES MANAGER	RESPONSIBLE DEPARTMENT:	UTILITIES
PRESENTED BY:	SUELLLEN STAGGS, DIRECTOR OF UTILITIES	DEPARTMENT HEAD:	SUELLLEN STAGGS, DIRECTOR OF UTILITIES <i>smg</i>
		ADDITIONAL DEPARTMENT. HEAD (S):	N/A
SUBJECT / PROCEEDING:	AUTHORIZE CONTRACT TO CONVEY PROPERTY BETWEEN THE CITY OF SUGAR LAND AND FORT BEND COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 PROVIDING FOR CITY PURCHASE OF DISTRICT FEE TRACTS FOR THE DITCH H EXTENSION		
EXHIBITS:	MAP CONTRACT TO CONVEY PROPERTY AND SPECIAL WARRANTY DEED		
CLEARANCES		APPROVAL	
LEGAL:	EUGENIA CANO, <i>EC</i> ASSISTANT CITY ATTORNEY	EXECUTIVE DIRECTOR:	N/A
PURCHASING:	JENNIFER MONTGOMERY <i>Jm</i> PURCHASING MANAGER	ASST. CITY MANAGER:	KAREN GLYNN <i>Kg</i>
BUDGET:	JENNIFER BROWN <i>JB</i> ASSISTANT FISCAL SERVICES DIRECTOR	CITY MANAGER:	ALLEN BOGARD <i>Kg</i> FOR AB
BUDGET			
EXPENDITURE REQUIRED: \$		63,250	
AMOUNT BUDGETED/REALLOCATION: \$		63,250	
ADDITIONAL APPROPRIATION: \$		N/A	
RECOMMENDED ACTION			
Staff recommends that City Council authorize the execution of the Contract to Convey Property between the City of Sugar Land and Fort Bend County Water Control and Improvement District No. 1 (District) for City purchase of District fee tracts for the proposed Ditch H Extension.			

## EXECUTIVE SUMMARY

In the Surface Water Supply Contract between the City of Sugar Land and the Fort Bend County Water Control and Improvement District #1 (District) approved by City Council on March 28, 2006, both parties agreed to negotiate for the City's purchase of the District's physical assets, including all land, easements, and improvements (dams) held by the District. The land, dams and conveyances held by the District represent an important part of the drainage and impoundment infrastructure on Oyster Creek in Sugar Land. The dams and conveyances are included in another agreement on this Agenda. In addition, there are several fee tracts owned by the District needed for the proposed Ditch H extension, as shown in the attached map. Council previously discussed the terms of the fee tracts and the easements contracts at the April 17, 2007 City Council meeting.

This Contract stipulates that the City will pay to the District \$60,000 for the seven (7) fee tracts the District currently holds. The City has confirmed the inventory of assets through a third-party consultant. The Contract also stipulates that the City reimburse the District for its legal costs related to the Contract (not to exceed \$3,000) and the costs of posting two public notices of the sale (\$250). The total cost of the Contract is therefore \$63,250.00. The City intends to transfer this property to the County as part of the Ditch H Extension project. As the costs of the project are split between the City and the County, the cost of the land under this Agreement will be considered and credited as part of the City's contribution toward the Ditch H project. This fee was negotiated by the County.

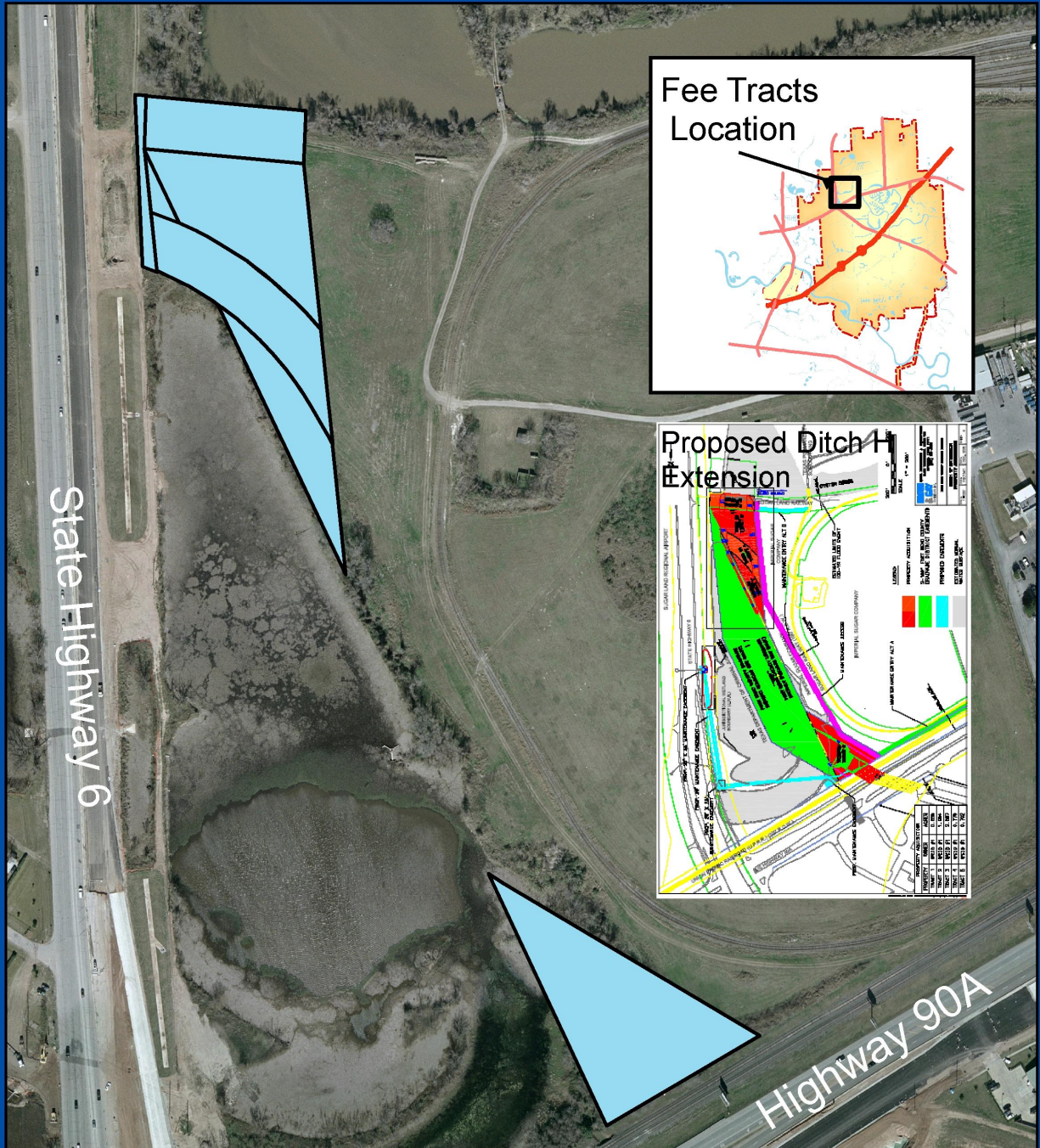
To ensure the condition of the fee tracts, the City retained the services of Raba-Kistner to conduct a Phase I Environmental Assessment. The Assessment indicated no apparent historical or existing environmental issues, undesirable uses or liabilities, and the consultant therefore did not recommend further assessment.

The District authorized this Contract at their Board meeting on August 21, 2007. With City Council approval, staff will initiate the closing process. The Contract allows City staff, via the City Manager's authorization, to close on the fee tracts once all documents are finalized and signed. Funding for the land acquisition is available in CIP project DR0607–Ditch H Extension.

## EXHIBITS



# Fort Bend Water Control and Improvement District No. 1 Fee Tracts



## Legend

 Fee Tracts



0 70 140 280 420 560 Feet

CONTRACT TO CONVEY PROPERTY

**THIS CONTRACT TO CONVEY PROPERTY** (Agreement) is entered into between the **FORT BEND COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 (District)** and the **CITY OF SUGAR LAND, TEXAS (City)**.

**RECITALS**

On April 5, 2006 the City and the District entered into a Surface Water Supply Agreement (Surface Water Agreement) wherein the District agreed to make impounded waters under Certificate of Adjudication No. 11-5170 from Jones and Oyster Creeks available to the City for sale on a retail basis within the City for municipal, industrial, or recreation purposes. In furtherance of the purposes stated in the Surface Water Agreement and in order to improve drainage capacity for certain areas within the City, the City desires to acquire certain property from the District for the Ditch H extension project. This Agreement sets forth the mutually acceptable terms and conditions of the sale of the property as authorized by Section 49.226, Tex. Water Code.

**AGREEMENT**

In consideration of their mutual covenants and agreements, the parties agree as follows:

**Section 1. Definitions.**

*City* means the City of Sugar Land, Texas.

*District* means Fort Bend County Water Control and Improvement District No. 1.

*Environmental Assessment* means any study, test or investigation of environmental conditions on, at, under or around the Property for the purpose of determining the suitability of the Property for the City's intended purposes, or for the purpose of conducting any desired or necessary "all appropriate inquiries" investigation under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601 et seq.

*Property* means the real property owned in fee by the District generally described under the heading Fee Tracts in Exhibit A.

**Section 2. Sale and Purchase.**

The District agrees to sell and convey to the City fee title to the Property by Special Warranty Deed in substantially the form shown in attached Exhibit B, which is incorporated by reference.

**Section 3. Purchase Price.**

The total purchase price for the Property is Sixty Thousand Dollars (\$60,000). The purchase price will be paid in cash, wired funds, or cashier's or certified check at Closing. Pursuant to Section 49.226(e), the sale proceeds may be used by the District for any lawful purpose.

**Section 4. Public Notice.**

As required by Section 49.226(c) Tex. Water Code, prior to the execution of the Special Warranty Deed, the District shall publish notice of the sale once a week for two consecutive weeks in a



newspaper with general circulation in the district. The City will reimburse the District for the costs incurred by the District in publishing the required notice. The cost shall not exceed \$250.00.

#### **Section 5. Inspection.**

(a) The City, its employees, officers and contractors may enter the Property to conduct inspections, an Environmental Assessment, and a current boundary survey, including a plat and field note description (Survey).

(b) The City is not responsible for any damages arising out of entry onto the Property under subsection (a), except for damages caused by the willful action or gross negligence of the City or its employees, officers and contractors.

(c) The District will cooperate with the City and make available copies of any reports or studies the District may possess concerning the Property or its condition.

#### **Section 6. Title Commitment and Survey.**

(a) Upon execution of this Agreement, the City may obtain, at its cost, a commitment for title insurance (the Title Commitment) for the Property and a current Survey.

(b) If the City decides to obtain the Title Commitment, the City will have 30 days from the receipt of the Title Commitment, Survey, and related documents to specify to District in writing those items that the City finds objectionable.

(c) If the City objects to any item set forth on the Title Commitment or the Survey, the District will use reasonable efforts to cure the matters before Closing but will have no obligation to expend any funds to do so. If the District is not able to cure the matters prior to Closing, the City may either terminate this Agreement by written notice to District, or waive the objections and proceed to Closing, without any reduction in the total purchase price.

#### **Section 7. Environmental Assessment.**

(a) Upon execution of this Agreement, the City may perform, at its cost, an Environmental Assessment of the Property.

(b) If the City decides to perform the Environmental Assessment, the City will have 30 days from the date of this Agreement to specify to the District in writing any environmentally-related conditions of the Property that the City finds objectionable.

(c) If the City identifies any environmentally-related conditions of the Property that it finds objectionable, the District will use reasonable efforts to cure the environmentally-related conditions before Closing, but the District will have no obligation to expend any funds to do so. If the District is not able to cure the environmentally-related conditions prior to Closing, the City may either terminate this Agreement by written notice to District, or waive its objections and proceed to Closing, without any reduction in the total purchase price. Failure of the City to so terminate this Agreement by written notice to District will mean that the City waives any objections to environmentally-related conditions of the Property.

(d) From and after closing, all federal, state and local environmental regulatory requirements and all liabilities related to environmental conditions of the Property shall be the sole responsibility of the City.

## **Section 8. Closing.**

(a) The Closing of the sale of the Property by District to the City (Closing) will occur on or before September 30, 2007 unless agreed otherwise by the parties. The Closing will occur at a place agreed upon by the parties.

(b) At the Closing, the District will deliver or cause to be delivered to the City a signed original Special Warranty Deed in substantially the form as attached Exhibit B.

(c) At the Closing, the City will deliver or cause to be delivered to District cash, wired funds or a cashier's or certified check in the amount of the total purchase price made payable to the District (or Title Company, if applicable). If a Title Company is involved, the City may pay additional funds necessary to cover the City's share of the closing costs and prorations thereunder.

(d) The City and District will provide any documents as may be reasonably necessary and appropriate to complete the Closing of the transaction contemplated herein. The City Manager of the City is authorized to sign all closing documents on the City's behalf.

(e) Upon completion of the Closing, the District will deliver to the City possession of the Property, free and clear of all tenancies of every kind and parties in possession. If any improvements on the Property are damaged or destroyed prior to the date of Closing, the City may terminate this Agreement.

(f) In addition to costs agreed to be paid by the City as described above, the City will pay for the cost of:

- (1) Preparing and recording the Special Warranty Deed;
- (2) The Title Company's escrow fee, the Title Commitment, and the Title Policy, if applicable; and
- (3) The legal fees incurred by the District in preparing this Agreement and completing the transaction contemplated in this Agreement. The City's reimbursement obligation for legal fees will not exceed \$3,000. The legal fees shall be as shown on invoices the District receives from its legal counsel. The City shall reimburse the legal fees up to the maximum amount to the District within 30 days after the District provides the City a copy of the invoice from the District's legal counsel.

(g) District will pay all ad valorem taxes, and any penalties and interest thereon, that are owed, due, levied, or assessed against the Property up to the current year, prorated to the date of Closing.

## **Section 9. Notices.**

Any notice required to be given must be in writing and will be served (i) by depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified

with return receipt requested; (ii) by delivering the same to such party or agent of such party, in person or by commercial courier; or (iii) by facsimile or by depositing the same into the custody of a nationally recognized overnight delivery service such as Federal Express Corporation, addressed to the party to be notified. For purposes of notice, the addresses of the parties will be as follows:

If to District, to:      President, Board of Directors  
                                 PO Box 1349  
                                 Sugar Land, Texas 77478-1349

If to City, to:            City Manager  
                                 City of Sugar Land  
                                 P. O. Box 110  
                                 Sugar Land, TX 77487-0110

From time to time either party may designate another address by giving the other party at least ten (10) days advance notice of such change of address.

#### **Section 10. Remedies.**

(a) If the City terminates this Agreement in accordance with a provision of this Agreement providing for termination by the City, then neither party hereto has any further rights, duties or obligations hereunder.

(b) The termination of the Surface Water Agreement shall not affect the rights, duties or obligations hereunder.

#### **Section 11. Miscellaneous.**

(a) Entire Agreement. This Agreement is the entire agreement between the City and District concerning the sale of the Property and supersedes all prior agreements and understandings and no modification hereof or subsequent agreement relative to the subject matter hereof is binding on either party unless reduced to writing and signed by the party to be bound.

(b) Severability. If a court rules that any part of this Agreement is invalid or unlawful, the remainder of the Agreement remains binding on the parties.

(c) Venue. The parties hereto waive the right to be sued elsewhere and agree and consent to the jurisdiction of any court of competent jurisdiction located in Fort Bend County, Texas.

(d) Representations. The District represents that no other person has any interests in or claim against the Property and it has no current actual knowledge of any condition, including any environmental contamination of the Property that would materially adversely affect its use by the City.

#### **Section 12. Effective Date.**

The date of execution of this Agreement by the latter of City or District is the Effective Date of this Agreement.

By: \_\_\_\_\_

Typed Name:

President, Board of Directors

Date: \_\_\_\_\_

**ATTEST:**

Typed Name:

Secretary, Board of Directors

(SEAL)

**CITY OF SUGAR LAND, TEXAS**

By: Allen Bogard, City Manager

Date: \_\_\_\_\_

ATTEST:

Reviewed for Legal Compliance:

Eugenia A. Cano

City Secretary

(SEAL)

Attachments: Exhibit A – Certificate of Ownership  
Exhibit B – Special Warranty Deed



CONTRACT LAND STAFF, INC.  
10701 Corporate Drive, Suite 215  
Stafford, Texas 77477  
281-340-3313

CERTIFICATE OF OWNERSHIP

DATE: 06/21/2006

CERT NO.: FB-0393

A thorough search of the public records maintained by the Fort Bend County Clerk was made immediately prior to the date of this certificate and an account of all property still owned by the Fort Bend County Water Control & Improvement District Number One as filed of public record is as follows:

**FEE TRACTS:**

A tract of land containing 0.659 acres, more or less, being located in the Alexander Hodge League, Abstract No. 32, Fort Bend County, Texas, said tract being granted to the Fort Bend County Water Control & Improvement District Number One and described by metes and bounds therein by virtue of that certain Deed from Imperial Sugar Company, executed on April 16, 1980 and filed for public record on April 22, 1980 under Volume 895, Page 275 Deed Records of Fort Bend County, Texas

A tract of land containing 1.294 acres, more or less, being located in the Alexander Hodge League, Abstract No. 32, Fort Bend County, Texas, said tract being granted to the Fort Bend County Water Control & Improvement District Number One and described by metes and bounds therein by virtue of that certain Deed from Imperial Sugar Company, executed on April 16, 1980 and filed for public record on April 22, 1980 under Volume 895, Page 275 Deed Records of Fort Bend County, Texas

A tract of land containing 2.087 acres, more or less, being located in the Alexander Hodge League, Abstract No. 32, Fort Bend County, Texas, said tract being granted to the Fort Bend County Water Control & Improvement District Number One and described by metes and bounds therein by virtue of that certain Deed from Imperial Sugar Company, executed on April 16, 1980 and filed for public record on April 22, 1980 under Volume 895, Page 275 Deed Records of Fort Bend County, Texas

A tract of land containing 0.702 acres, more or less, being located in the Alexander Hodge League, Abstract No. 32, Fort Bend County, Texas, said tract being granted to the Fort Bend County Water Control & Improvement District Number One and described by metes and bounds therein by virtue of that certain Quitclaim Deed from the Missouri Pacific Railroad Company, executed on November 9, 1990 and filed for public record on November 28, 1990 under Volume 2260, Page 1709 Official Public Records of Real Property of Fort Bend County, Texas

A tract of land containing 0.998 acres, more or less, being located in the Alexander Hodge League, Abstract No. 32, Fort Bend County, Texas, said tract being granted to the Fort Bend County Water Control & Improvement District Number One and described by metes and bounds therein by virtue of that certain Quitclaim Deed from the Missouri Pacific Railroad Company, executed on November 9, 1990 and filed for public record on November 28, 1990 under Volume 2260, Page 1709 Official Public Records of Real Property of Fort Bend County, Texas

A tract of land containing 0.141 acres, more or less, being located in the Alexander Hodge League, Abstract No. 32, Fort Bend County, Texas, said tract being granted to the Fort Bend County Water Control & Improvement District Number One and described by metes and bounds therein by virtue of that certain Quitclaim Deed from the Missouri Pacific Railroad Company, executed on November 9, 1990 and filed for public record on November 28, 1990 under Volume 2260, Page 1709 Official Public Records of Real Property of Fort Bend County, Texas

A tract of land containing 0.076 acres, more or less, being located in the Alexander Hodge League, Abstract No. 32, Fort Bend County, Texas, said tract being granted to the Fort Bend County Water Control & Improvement District Number One and described by metes and bounds therein by virtue of that certain Quitclaim Deed from the Missouri Pacific Railroad Company, executed on November 9, 1990 and filed for public record on November 28, 1990 under Volume 2260, Page 1709 Official Public Records of Real Property of Fort Bend County, Texas

EXHIBIT A

## **EASEMENTS AND FACILITIES:**

A right-of-way and easement in, over and to the following described land, along with fee title to all canals, ditches, dams, flumes, culverts, drain boxes, gates, bridges, levees and other improvements of every character, situated on the land:

1):

ON OYSTER CREEK NORTH AND WEST OF THE SUGARLAND TOWNSITE:

22.2 acres out of the S. M. Williams League (2.59 ac) and Alexander Hodge League (19.61 ac)

IN OYSTER CREEK SOUTH OF SUGARLAND TOWNSITE, NORTH OF DAM NO. 2:

11.07 acres out of the S. M. Williams League

BROOKS LAKE AND BROOKS SLOUGH:

50.12 acres out of the S. M. Williams League

UNIDENTIFIED (BEG AT CHAR LAKE AND BROOKS STREET):

11.76 acres out of the S. M. Williams League

ON OYSTER CREEK FROM DAM NO 2 TO LOW WATER BRIDGE:

36.88 acres out of the S. M. Williams League (9.73 ac) and Brown and Belknap League (27.15 ac)

PART OF ELDRIDGE LAKE:

60.05 acres out of the S. M. Williams League (10.03 ac) and Brown and Belknap League (50.02 ac)

UNIDENTIFIED (BEG AT SOUTHERN PAC RR NEAR MISSOURI PAC RR:

40.61 acres out of the Brown & Belknap League

UNIDENTIFIED (BEG AT A POINT ON THE MISSOURI PAC RR):

36.95 acres out of the Brown and Belknap League

STEEP BANK CREEK RIGHT OF WAY BELOW THE WATER GATES:

6.15 acres out of the William Stafford 1 ½ League Grant

OYSTER CREEK FROM DAM NO. 3 TO MISSOURI PAC RR:

67.38 acres of land out of the William Stafford 1 ½ League (40.32 ac) and E. Alcorn League (11.15 ac)

and Brown and Belknap League (15.91 ac)

OYSTER CREEK FROM MISSOURI PAC RR TO LOW WATER BRIDGE:

27.92 acres out of the E. Alcorn League

RIVER PROTECTION LEVEE:

187.83 acres out of E. Alcorn League (37.92 ac) and William Stafford 1 ½ League (49.52 ac) and

Alexander Hodge League (51.38 ac) and S. M. Williams League (49.01 ac)

All of said tracts being described more particularly by metes and bounds and said equipment being granted to the Fort Bend County Water Control & Improvement District Number One by virtue of that certain Conveyance from Alcorn Land & Improvement Co., executed on November 15, 1937 and filed for record on January 14, 1938 under Volume 172, Page 281 Deed Records of Fort Bend County, Texas

2):

RIGHT OF WAY FOR OYSTER CREEK FROM HIGHWAY 3 TO SOUTH LINE OF SUGARLAND:

25.2 acres out of S. M. Williams League

UNIDENTIFIED (BEG AT SOUTH LINE OF SUGARLAND AND EAST BANK OF CHAR LAKE):

8.48 acres out of Alexander Hodge League (5.87 ac) and S. M. Williams League (2.61 ac)

UNIDENTIFIED (BEG NEAR RR'S AND END AT SOUTH LINE OF HIGHWAY 3):

9.82 acres out of S. M. Williams League (1.44 ac) and Brown and Belknap League (8.38 ac)

UNIDENTIFIED (SOUTH LINE OF SUGARLAND):

4.49 acres out of the S. M. Williams League (2.25 ac) and Brown and Belknap League (2.24 ac)

LEVEE RIGHT OF WAY SOUTH OF G H & S A RR:

8.50 acres out of Alexander Hodge League

All of said tracts being described more particularly by metes and bounds and said equipment being granted to the Fort Bend County Water Control & Improvement District Number One by virtue of that certain Conveyance from Belknap Realty Company, executed on November 15, 1937 and filed for record on January 14, 1938 under Volume 172, Page 289 Deed Records of Fort Bend County, Texas

3):

ALL OF OYSTER CREEK NORTH OF SOUTHERN PAC RR ON IMPERIAL SUGAR LAND IN SL:

36.35 acres out of Alexander Hodge League (12.92 ac) and S. M. Williams League (23.43 ac)

ALL OF CLEVELAND LAKE AND CLEVELAND LAKE CANAL ON IMPERIAL SUGAR LAND IN SL:

37.01 acres out of S. M. Williams League (25.83 ac) and Brown and Belknap League (11.18 ac)

PROTECTION LEVEE ON THE NORTH SIDE OF THE SOUTHERN PAC RR:

4.02 acres out of Alexander Hodge League

All of said tracts being described more particularly by metes and bounds and said equipment being granted to the Fort Bend County Water Control & Improvement District Number One by virtue of that certain Conveyance from Imperial Sugar Company, executed on November 15, 1937 and filed for record on January 14, 1938 under Volume 172, Page 292 Deed Records of Fort Bend County, Texas

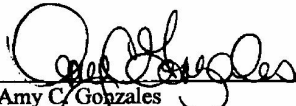
4):

PART OF STEEP BANK CREEK RIGHT OF WAY BELOW THE WATER GATES:

3.63 acres out of the William Stafford 1 ½ League

Said tract being described more particularly by metes and bounds and said equipment being granted to the Fort Bend County Water Control & Improvement District Number One by virtue of that certain Conveyance from Trustees of the Sugarland Industries executed on November 15, 1937 and filed for record on January 14, 1938 under Volume 172, Page 295 Deed Records of Fort Bend County, Texas

This report is based on documentation filed with the Fort Bend County Clerk through 06/15/2006.

  
Amy C. Gonzales  
for CONTRACT LAND STAFF, INC.

" Statement of Limitation of Liability: Amy C. Gonzales shall make every concerted effort to provide complete and accurate information to her clients based on information provided by public records. However, she makes no warranty, express, implied or statutory concerning the contents of this report and her liability concerning the information contained herein shall not exceed the cost of the services and productions contained in this report, whether in contract, tort, or otherwise. Seller provides no warranty whatsoever, express implied or statutory, as to the accountability, uniformity, or marketableness of the information provided for compensation."

## **EXHIBIT B**

### **SPECIAL WARRANTY DEED**

**DATE:** \_\_\_\_\_, 2007

**GRANTOR:** Fort Bend County Water Control and Improvement District No. 1

**GRANTOR'S MAILING**

**ADDRESS:** Fort Bend County Water Control and Improvement District No. 1  
P.O. BOX 1349  
SUGAR LAND, TEXAS 77478

**GRANTEE:** City of Sugar Land, Texas

**GRANTEE'S MAILING**

**ADDRESS:** City Manager  
City of Sugar Land, Texas  
P.O. Box 110  
Sugar Land, Texas 77487-0110

**CONSIDERATION:** Sixty Thousand and No/100 dollars (\$60,000)

**PROPERTY:** (1) 0.659 acres of land, 1.294 acres of land, and 2.087 acres of land located in the Alexander Hodge League, Abstract No. 32 in Fort Bend, County, Texas, as described in the Deed from Imperial Sugar Company to the Fort Bend County Water Control and Improvement District Number One recorded in Volume 895, Page 275 of the Fort Bend County Deed Records.

(2) 0.702 acres of land, more or less, 0.998 acres of land, more or less, 0.141 acres of land, more or less, and 0.076 acres of land, more or less, located in the Alexander Hodge League, Abstract No. 32, in Fort Bend, County, Texas, as described in the Quitclaim Deed from Missouri Pacific Railroad Company to the Fort Bend County Water Control and Improvement District Number One recorded in Volume 2260, Page 1709 of the Fort Bend County Deed Records.

**RESERVATIONS FROM  
AND EXCEPTIONS TO  
CONVEYANCE AND  
WARRANTY:**

**(1)** All valid encumbrances, conditions, covenants, restrictions, reservations, exceptions, rights-of-way, easements, and other matters affecting the Property which are presently filed of record in the Official Records of Fort Bend County, Texas.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee, its successors and assigns the property, with all and singular the rights, improvements and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under Grantor but not otherwise.

**GRANTOR  
Fort Bend County Water Control and Improvement District No. 1**

By: \_\_\_\_\_  
Typed Name \_\_\_\_\_  
President, Board of Directors

**GRANTEE  
City of Sugar Land**

By: \_\_\_\_\_  
Allen Bogard, City Manager

STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on \_\_\_\_\_, 2007, by \_\_\_\_\_, President, Board of Directors, on behalf of the Fort Bend County Water Control and Improvement District No. 1.

\_\_\_\_\_  
Notary Public, State of Texas

Notary's name (printed):

\_\_\_\_\_  
Notary's commission expires:

\_\_\_\_\_

STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on \_\_\_\_\_, 2007 by Allen Bogard, City Manager, on behalf of the City of Sugar Land.

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Notary Public, State of Texas

Notary's name (printed):

---

Notary's commission expires:

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AFTER RECORDING RETURN TO:

City of Sugar Land  
P. O. Box 110  
Sugar Land, TX 77487-0110  
Attn: City Secretary